### Case 17-20287 Doc 1 Filed 07/06/17 Entered 07/06/17 17:39:04 Desc Main Document Page 1 of 17

Fill in this information to identify your case:		
United States Bankruptcy Court for the:		
NORTHERN DISTRICT OF ILLINOIS	_	
Case number (if known)	Chapter you are filing under:	
	Chapter 7	
	☐ Chapter 11	
	☐ Chapter 12	
	☐ Chapter 13	Check if this an amended filing

### Official Form 101

# **Voluntary Petition for Individuals Filing for Bankruptcy**

12/15

The bankruptcy forms use you and Debtor 1 to refer to a debtor filing alone. A married couple may file a bankruptcy case together—called a *joint case*—and in joint cases, these forms use you to ask for information from both debtors. For example, if a form asks, "Do you own a car," the answer would be yes if either debtor owns a car. When information is needed about the spouses separately, the form uses *Debtor 1* and *Debtor 2* to distinguish between them. In joint cases, one of the spouses must report information as *Debtor 1* and the other as *Debtor 2*. The same person must be *Debtor 1* in all of the forms.

Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write your name and case number (if known). Answer every question.

Par	rt 1:	Identify Yourself		
			About Debtor 1:	About Debtor 2 (Spouse Only in a Joint Case):
1.	You	r full name		
	your pictu exar licen Bring iden	e the name that is on government-issued ire identification (for nple, your driver's ise or passport).	Vicki First name  L Middle name  Wheeler Last name and Suffix (Sr., Jr., II, III)	First name  Middle name  Last name and Suffix (Sr., Jr., II, III)
	mee	ting with the trustee.	Last Harrie and Julia (Gr., Gr., II, III)	Last Hame and Julia (Jr., Jr., II, III)
2.		other names you have d in the last 8 years		
		ide your married or den names.		
3.	your num Indiv	the last 4 digits of Social Security ber or federal vidual Taxpayer tification number	xxx-xx-2276	

Case 17-20287 Doc 1 Filed 07/06/17 Entered 07/06/17 17:39:04 Desc Main Document Page 2 of 17

Case number (if known)

Debtor 1 Vicki L Wheeler

4. Any business names and Employer Identification Numbers (EIN) you have used in the last 8 years		About Debtor 1:	About Debtor 2 (Spouse Only in a Joint Case):			
		■ I have not used any business name or EINs.	☐ I have not used any business name or EINs.			
	Include trade names and doing business as names	Business name(s)	Business name(s)			
EINs		EINs	EiNs			
5. Where you live		2542 Lourel Long	If Debtor 2 lives at a different address:			
		3513 Laurel Lane Hazel Crest, IL 60429				
Number, Street, City, State & ZIP Code			Number, Street, City, State & ZIP Code			
Cook						
County		County	County			
If your mailing address is different from the one above, fill it in here. Note that the court will send any notices to you at this mailing address.  Number, P.O. Box, Street, City, State & ZIP Code		above, fill it in here. Note that the court will send any	If Debtor 2's mailing address is different from yours, fill it in here. Note that the court will send any notices to this mailing address.			
		Number, P.O. Box, Street, City, State & ZIP Code	Number, P.O. Box, Street, City, State & ZIP Code			
6.	Why you are choosing	Check one:	Check one:			
this district to file for bankruptcy		Over the last 180 days before filing this petition, I have lived in this district longer than in any other district.	Over the last 180 days before filing this petition, I have lived in this district longer than in any other district.			
		☐ I have another reason. Explain. (See 28 U.S.C. § 1408.)	☐ I have another reason. Explain. (See 28 U.S.C. § 1408.)			

Case 17-20287 Doc 1 Filed 07/06/17 Entered 07/06/17 17:39:04 Desc Main Document Page 3 of 17

Case number (if known) Debtor 1 Vicki L Wheeler

Par	Tell the Court About	Your Ban	kruptcy Ca	ase				
7.	The chapter of the Bankruptcy Code you are				each, see <i>Notice Required by</i> age 1 and check the appropriat	11 U.S.C. § 342(b) for Individuals Filing for Bankruptcy e box.		
	choosing to file under	■ Chapter 7 □ Chapter 11						
		☐ Chap	oter 12					
		☐ Chap	oter 13					
8.	How you will pay the fee	ab or	I will pay the entire fee when I file my petition. Please check with the clerk's office in your local court for more details about how you may pay. Typically, if you are paying the fee yourself, you may pay with cash, cashier's check, or money order. If your attorney is submitting your payment on your behalf, your attorney may pay with a credit card or check with a pre-printed address.					
					ments. If you choose this option	on, sign and attach the Application for Individuals to Pay		
		☐ Ir	equest that	at my fee be waive	ed (You may request this option	n only if you are filing for Chapter 7. By law, a judge may,		
						ur income is less than 150% of the official poverty line that installments). If you choose this option, you must fill out		
						cial Form 103B) and file it with your petition.		
	Have you filed for							
9.	Have you filed for bankruptcy within the	■ No.						
	last 8 years?	☐ Yes.						
			District			Case number		
			District		When	Case number		
			District		When	Case number		
10	Are any bankruptcy	<b>-</b>						
	cases pending or being	■ No						
	filed by a spouse who is not filing this case with you, or by a business partner, or by an affiliate?	☐ Yes.						
			Debtor			Relationship to you		
			District		When	Case number, if known		
			Debtor			Relationship to you		
			District		When	Case number, if known		
44	Da was namt was		0- 4-	line 40				
11.	Do you rent your residence?	□ No.		line 12.				
		Yes.	Has yo	our landlord obtaine	ed an eviction judgment agains	t you and do you want to stay in your residence?		
				No. Go to line 12.				
				Yes. Fill out <i>Initia</i> bankruptcy petitic		Judgment Against You (Form 101A) and file it with this		

Case 17-20287 Doc 1 Filed 07/06/17 Entered 07/06/17 17:39:04 Desc Main

Document Page 4 of 17 Case number (if known) Debtor 1 Vicki L Wheeler Part 3: Report About Any Businesses You Own as a Sole Proprietor 12. Are you a sole proprietor of any full- or part-time No. Go to Part 4. husiness? Name and location of business ☐ Yes. A sole proprietorship is a business you operate as Name of business, if any an individual, and is not a separate legal entity such as a corporation. partnership, or LLC.

Number, Street, City, State & ZIP Code

None of the above

Check the appropriate box to describe your business:

Health Care Business (as defined in 11 U.S.C. § 101(27A))

Stockbroker (as defined in 11 U.S.C. § 101(53A))

Commodity Broker (as defined in 11 U.S.C. § 101(6))

Single Asset Real Estate (as defined in 11 U.S.C. § 101(51B))

13. Are you filing under Chapter 11 of the Bankruptcy Code and are you a small business debtor?

If you have more than one sole proprietorship, use a separate sheet and attach it to this petition.

For a definition of small business debtor, see 11 U.S.C. § 101(51D).

If you are filing under Chapter 11, the court must know whether you are a small business debtor so that it can set appropriate deadlines. If you indicate that you are a small business debtor, you must attach your most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return or if any of these documents do not exist, follow the procedure in 11 U.S.C. 1116(1)(B).

I am not filing under Chapter 11. No.

I am filing under Chapter 11, but I am NOT a small business debtor according to the definition in the Bankruptcy □ No.

I am filing under Chapter 11 and I am a small business debtor according to the definition in the Bankruptcy Code. ☐ Yes.

#### Part 4: Report if You Own or Have Any Hazardous Property or Any Property That Needs Immediate Attention

14. Do you own or have any property that poses or is alleged to pose a threat of imminent and identifiable hazard to public health or safety? Or do you own any property that needs immediate attention?

> For example, do you own perishable goods, or livestock that must be fed, or a building that needs urgent repairs?

_	INO.	

☐ Yes.

What is the hazard?

If immediate attention is needed, why is it needed?

Where is the property?

Number, Street, City, State & Zip Code

Case 17-20287 Doc 1 Filed 07/06/17 Entered 07/06/17 17:39:04 Desc Main

Debtor 1 Vicki L Wheeler Document Page 5 of 17 Case number (if known)

Part 5:

Explain Your Efforts to Receive a Briefing About Credit Counseling

#### Tell the court whether you have received a briefing about credit counseling.

The law requires that you receive a briefing about credit counseling before you file for bankruptcy. You must truthfully check one of the following choices. If you cannot do so, you are not eligible to file.

If you file anyway, the court can dismiss your case, you will lose whatever filing fee you paid, and your creditors can begin collection activities again.

#### **About Debtor 1:**

You must check one:

I received a briefing from an approved credit counseling agency within the 180 days before I filed this bankruptcy petition, and I received a certificate of completion.

Attach a copy of the certificate and the payment plan, if any, that you developed with the agency.

□ I received a briefing from an approved credit counseling agency within the 180 days before I filed this bankruptcy petition, but I do not have a certificate of completion.

Within 14 days after you file this bankruptcy petition, you MUST file a copy of the certificate and payment plan, if any.

I certify that I asked for credit counseling services from an approved agency, but was unable to obtain those services during the 7 days after I made my request, and exigent circumstances merit a 30-day temporary waiver of the requirement.

To ask for a 30-day temporary waiver of the requirement, attach a separate sheet explaining what efforts you made to obtain the briefing, why you were unable to obtain it before you filed for bankruptcy, and what exigent circumstances required you to file this case.

Your case may be dismissed if the court is dissatisfied with your reasons for not receiving a briefing before you filed for bankruptcy. If the court is satisfied with your reasons, you must still receive a briefing within 30 days after you file. You must file a certificate from the approved agency, along with a copy of the payment plan you developed, if any. If you do not do so, your case may be dismissed.

Any extension of the 30-day deadline is granted only for cause and is limited to a maximum of 15 days.

 □ I am not required to receive a briefing about credit counseling because of:

#### ☐ Incapacity.

I have a mental illness or a mental deficiency that makes me incapable of realizing or making rational decisions about finances.

#### □ Disability.

My physical disability causes me to be unable to participate in a briefing in person, by phone, or through the internet, even after I reasonably tried to do so.

#### ☐ Active duty.

I am currently on active military duty in a military combat zone.

If you believe you are not required to receive a briefing about credit counseling, you must file a motion for waiver credit counseling with the court.

#### About Debtor 2 (Spouse Only in a Joint Case):

You must check one:

□ I received a briefing from an approved credit counseling agency within the 180 days before I filed this bankruptcy petition, and I received a certificate of completion.

Attach a copy of the certificate and the payment plan, if any, that you developed with the agency.

☐ I received a briefing from an approved credit counseling agency within the 180 days before I filed this bankruptcy petition, but I do not have a certificate of completion.

Within 14 days after you file this bankruptcy petition, you MUST file a copy of the certificate and payment plan, if any.

□ I certify that I asked for credit counseling services from an approved agency, but was unable to obtain those services during the 7 days after I made my request, and exigent circumstances merit a 30-day temporary waiver of the requirement.

To ask for a 30-day temporary waiver of the requirement, attach a separate sheet explaining what efforts you made to obtain the briefing, why you were unable to obtain it before you filed for bankruptcy, and what exigent circumstances required you to file this case.

Your case may be dismissed if the court is dissatisfied with your reasons for not receiving a briefing before you filed for bankruptcy.

If the court is satisfied with your reasons, you must still receive a briefing within 30 days after you file. You must file a certificate from the approved agency, along with a copy of the payment plan you developed, if any. If you do not do so, your case may be dismissed.

Any extension of the 30-day deadline is granted only for cause and is limited to a maximum of 15 days.

I am not required to receive a briefing about credit
counseling because of:

#### ☐ Incapacity.

I have a mental illness or a mental deficiency that makes me incapable of realizing or making rational decisions about finances.

#### ☐ Disability.

My physical disability causes me to be unable to participate in a briefing in person, by phone, or through the internet, even after I reasonably tried to do so.

#### ☐ Active duty.

I am currently on active military duty in a military combat zone.

If you believe you are not required to receive a briefing about credit counseling, you must file a motion for waiver of credit counseling with the court.

Case 17-20287 Doc 1 Filed 07/06/17 Entered 07/06/17 17:39:04 Desc Main Document Page 6 of 17

Deb	tor 1 Vicki L Wheeler		Document		ase number (if kn	own)		
Part	6: Answer These Quest	ions for R	eporting Purposes					
16.	What kind of debts do you have?	16a.	Are your debts primarily consi			n 11 U.S.C. § 101(8) as "incurred by an		
			☐ No. Go to line 16b.					
			Yes. Go to line 17.					
		16b.	Are your debts primarily business debts? Business debts are debts that you incurred to obtain money for a business or investment or through the operation of the business or investment.					
			☐ No. Go to line 16c.					
			☐ Yes. Go to line 17.					
		16c.	State the type of debts you owe	that are not consumer debts	or business deb	ots		
17.	Are you filing under Chapter 7?	□ No.	I am not filing under Chapter 7. (	Go to line 18.				
	Do you estimate that after any exempt property is excluded and	■ Yes.	I am filing under Chapter 7. Do y are paid that funds will be availa			s excluded and administrative expenses		
	administrative expenses are paid that funds will be available for distribution to unsecured creditors?		■ No					
			☐ Yes					
18.		<b>1</b> -49		<b>1</b> ,000-5,000		☐ 25,001-50,000		
	you estimate that you owe?	☐ 50-99	)	<u> </u>		<u></u> 50,001-100,000		
		□ 100-1 □ 200-9		□ 10,001-25,000		☐ More than100,000		
19.	How much do you	<b>\$</b> 0 - \$	550.000	□ \$1,000,001 - \$10 milli	ion	□ \$500,000,001 - \$1 billion		
	estimate your assets to be worth?	□ \$50,0	01 - \$100,000	□ \$10,000,001 - \$50 m		□ \$1,000,000,001 - \$10 billion		
			001 - \$500,000 001 - \$1 million	□ \$50,000,001 - \$100 m □ \$100,000,001 - \$500		☐ \$10,000,000,001 - \$50 billion ☐ More than \$50 billion		
20.	How much do you	<b>\$</b> 0 - \$	550,000	□ \$1,000,001 - \$10 milli		□ \$500,000,001 - \$1 billion		
	estimate your liabilities to be?		001 - \$100,000	□ \$10,000,001 - \$50 mi □ \$50,000,001 - \$100 m		□ \$1,000,000,001 - \$10 billion □ \$10,000,000,001 - \$50 billion		
			001 - \$500,000 001 - \$1 million	□ \$100,000,001 - \$100 H		☐ More than \$50 billion		
Part	7: Sign Below							
For	you	I have ex	kamined this petition, and I declare	e under penalty of perjury that	at the informatior	n provided is true and correct.		
			chosen to file under Chapter 7, I a tates Code. I understand the relief			er Chapter 7, 11,12, or 13 of title 11, to proceed under Chapter 7.		
		documer	rney represents me and I did not part, I have obtained and read the no	otice required by 11 U.S.C. §	342(b).	,		
		I request	relief in accordance with the chap	oter of title 11, United States	Code, specified	in this petition.		
		bankrupt and 3571	ccy case can result in fines up to \$2 1.			perty by fraud in connection with a or both. 18 U.S.C. §§ 152, 1341, 1519,		
		Vicki L	ii L Wheeler Wheeler e of Debtor 1	Signatur	re of Debtor 2			
		Executed	d on July 6, 2017 MM / DD / YYYY	Execute	ed on	/YYYY		

Case 17-20287 Doc 1 Filed 07/06/17 Entered 07/06/17 17:39:04 Desc Main

Debtor 1 Vicki L Wheeler Page 7 of 17 Case number (if known)

For your attorney, if you are represented by one

If you are not represented by an attorney, you do not need to file this page. I, the attorney for the debtor(s) named in this petition, declare that I have informed the debtor(s) about eligibility to proceed under Chapter 7, 11, 12, or 13 of title 11, United States Code, and have explained the relief available under each chapter for which the person is eligible. I also certify that I have delivered to the debtor(s) the notice required by 11 U.S.C. § 342(b) and, in a case in which § 707(b)(4)(D) applies, certify that I have no knowledge after an inquiry that the information in the schedules filed with the petition is incorrect.

/s/ Kevin F	Rouse ARDC	Date	July 6, 2017
Signature of	Attorney for Debtor		MM / DD / YYYY
Kevin Rou	se ARDC		
Printed name			
Ledford, V	Vu & Borges, LLC		
Firm name			
105 W. Ma	dison		
23rd Floor	•		
Chicago, I	L 60602		
Number, Street,	City, State & ZIP Code		
Contact phone	312-853-0200	Email address	notice@billbusters.com
#6284394			
Bar number & S	tate		

Case 17-20287 Doc 1 Filed 07/06/17 Entered 07/06/17 17:39:04 Desc Main

Del	otor 1 Vicki L Wheeler		Documen	Raye o UI 17 Case num	ber (if known)		
Par	161 Answer These Ques	tions for R	eporting Purposes		,		
16.	What kind of debts do you have?	16a.	a. Are your debts primarily consumer debts? Consumer debts are defined in 11 U.S.C. § 101(8) as "incurre individual primarily for a personal, family, or household purpose."				
-			☐ No. Go to line 16b.				
			Yes. Go to line 17.				
		16b.		siness debts? Business debts are deb			
			☐ No. Go to line 16c.				
			☐ Yes. Go to line 17.				
		<b>16</b> c.	State the type of debts you ow	ve that are not consumer debts or busin	ess debts		
17.	Are you filing under Chapter 7?	□ No.	I am not filing under Chapter 7	7. Go to line 18.	. •		
	Do you estimate that after any exempt property is excluded and	Yes.		o you estimate that after any exempt pro ilable to distribute to unsecured creditor	operty is excluded and administrative expenses s?		
	administrative expenses are paid that funds will		No No				
	be available for distribution to unsecured creditors?		☐ Yes				
18.	How many Creditors do	1-49		□ 1,000-5,000	□ 25,001-50,000		
	you estimate that you owe?	☐ 50-99		□ 5001-10,000	<b>5</b> 0,001-100,000		
		☐ 100-1 ☐ 200-9		□ 10,001-25,000	☐ More than100,000		
19.	How much do you	<b>4</b> \$0 - \$	50.000	☐ \$1,000,001 - \$10 million	☐ \$500,000,001 - \$1 billion		
	estimate your assets to be worth?		01 - \$100,000	□ \$10,000,001 - \$50 million	☐ \$1,000,000,001 - \$10 billion		
	DO WORKEY		001 - \$500,000	\$50,000,001 - \$100 million	☐ \$10,000,000,001 - \$50 billion		
		□ \$500,	001 - \$1 million	☐ \$100,000,001 - \$500 million	☐ More than \$50 billion		
20.	How much do you	\$0 - \$	50.000	☐ \$1,000,001 - \$10 million	☐ \$500,000,001 - \$1 billion		
	estimate your liabilities to be?		01 - \$100,000	☐ \$10,000,001 - \$50 million	☐ \$1,000,000,001 - \$10 billion		
	lo be i		001 - \$500,000	□ \$50,000,001 - \$100 million	☐ \$10,000,000,001 - \$50 billion		
		\$500,	001 - \$1 million	□ \$100,000,001 - \$500 million	☐ More than \$50 billion		
Pan	Sign Below						
For	you	I have ex	amined this petition, and I deck	are under penalty of perjury that the info	rmation provided is true and correct.		
				I am aware that I may proceed, if eligiblief available under each chapter, and I	e, under Chapter 7, 11,12, or 13 of title 11, choose to proceed under Chapter 7.		
		If no attor	rney represents me and I did no t, I have obtained and read the	ot pay or agree to pay someone who is notice required by 11 U.S.C. § 342(b).	not an attorney to help me fill out this		
		l request	relief in accordance with the ch	apter of title 11, United States Code, sp	ecified in this petition.		
		hanlen at			or property by fraud in connection with a years, or both. 18 U.S.C. §§ 152, 1341, 1519,		
		Vicki L	Wheeler e of Debtor 1	Signature of Deb	for 2		
		Executed		Executed on			
			MM / DD / YYYY	M	M / DD / YYYY		

Case 17-20287 Doc 1 Filed 07/06/17 Entered 07/06/17 17:39:04 Desc Main Document Page 9 of 17 Case number (if known)

Debtor 1 Vicki L Wheeler

For your attorney, if you are represented by one

If you are not represented by an attorney, you do not need to file this page. I, the attorney for the debtor(s) named in this petition, declare that I have informed the debtor(s) about eligibility to proceed under Chapter 7, 11, 12, or 13 of title 11, United States Code, and have explained the relief available under each chapter for which the person is eligible. I also certify that I have delivered to the debtor(s) the notice required by 11 U.S.C. § 342(b) and, in a case in which § 707(b)(4)(D) applies, certify that I have no knowledge after an inquiry that the information in the schedules filed with the petition is incorrect.

Signature of Attorney for Debtor

Date June 30, 2017 MM / DD / YYYY

**Kevin Rouse ARDC** 

Printed name

Ledford, Wu & Borges, LLC

Firm nam

105 W. Madison 23rd Floor

Chicago, IL 60602

Number, Street, City, State & ZIP Code

Contact phone 312-853-0200

Email address

notice@billbusters.com

#6284394

Bar number & State

Case 17-20287 Doc 1 Filed 07/06/17 Entered 07/06/17 17:39:04 Desc Main Document Page 10 of 17

# United States Bankruptcy Court Northern District of Illinois

In re	Vicki L Wheeler		Case No.	•					
		Debtor(s)	Chapter 7						
	VERIFICATION OF CREDITOR MATRIX								
		Number of	Creditors:	38					
	The above-named Debtor(s) he (our) knowledge.	ereby verifies that the list of credite	ors is true and co	rrect to the best of my					
Date:	June 30, 2017	Vicki L Wheeler Signature of Debtor							

Case 17-20287 Doc 1 Filed 07/06/17 Entered 07/06/17 17:39:04 Desc Main Document Page 11 of 17

B2030 (Form 2030) (12/15)

## United States Bankruptcy Court Northern District of Illinois

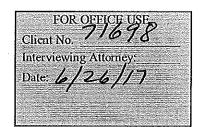
In re	Vicki L Wheeler		Case No	
		Debtor(s)	Chapter	7
	DISCLOSURE OF COMP	ENSATION OF ATTO	RNEY FOR D	EBTOR(S)
(	Pursuant to 11 U.S.C. § 329(a) and Fed. Bankr. P. 20 compensation paid to me within one year before the fibe rendered on behalf of the debtor(s) in contemplation	iling of the petition in bankruptcy	or agreed to be pai	d to me, for services rendered or to
	For legal services, I have agreed to accept		\$	0.00
	Prior to the filing of this statement I have received	ed	\$	0.00
	Balance Due		\$	0.00
2.	\$_335.00 of the filing fee has been paid.			
3. ′	The source of the compensation paid to me was:			
	■ Debtor □ Other (specify):			
4. ′	The source of compensation to be paid to me is:			
	■ Debtor □ Other (specify):			
5.	■ I have not agreed to share the above-disclosed con	empensation with any other person	unless they are men	nbers and associates of my law firm
	☐ I have agreed to share the above-disclosed compe copy of the agreement, together with a list of the			
5.	In return for the above-disclosed fee, I have agreed to	o render legal service for all aspec	s of the bankruptcy	case, including:
1	a. Analysis of the debtor's financial situation, and replace. Preparation and filing of any petition, schedules, so Representation of the debtor at the meeting of credit. [Other provisions as needed]  Attorney's representation of debtor is case to pay Attorney for services representation of debtor is agreement, the court may allow Attorney.	statement of affairs and plan which ditors and confirmation hearing, and s conditioned on debtor enter dered after filing of the case.	may be required; and any adjourned he ing into an agree Should debtor fa	erarings thereof; ement after the filing of the hill to enter into such an
<b>7.</b> ]	By agreement with the debtor(s), the above-disclosed Representation of the debtor in any d one chapter to another; reopening of statement post-filing not due to Attorn failure to attend the meeting without a	lischargeability actions or an a closed case; judicial lien a ney's fault; and attending ad	y other adversary voidance; amend ditional creditors	ling a petition, list, schedule or
		CERTIFICATION		
	I certify that the foregoing is a complete statement of bankruptcy proceeding.	any agreement or arrangement for	payment to me for	representation of the debtor(s) in
J	uly 6, 2017	/s/ Kevin Rouse	ARDC	
	Date	Kevin Rouse AR	DC #6284394	
		Signature of Attorne Ledford, Wu & B		
		105 W. Madison	<b>5</b> ,	
		23rd Floor Chicago, IL 6060	2	
		312-853-0200 Fa	x: 312-873-4693	
		<u>notice@billbuste</u> Name of law firm	rs.com	
		rame of taw firm		

# BILLBUSTERS

Ledford, Wu and Borges, LLC

105 W. Madison, 23<sup>rd</sup> Floor, Chicago, IL 60602 (312)853-0200 Fax: (312)873-4693

### **CONSULTATION AGREEMENT**



### THIS AGREEMENT IS REQUIRED BY FEDERAL LAW (11 U.S.C. § 528(a))

- 1. Parties: In this contract, "Client" means the undersigned, both individually and jointly; "Attorney" means the law firm of Ledford, Wu & Borges, LLC and its staff attorneys.
- 2. Purpose: Client has requested the opportunity to consult with and obtain information and advice from Attorney concerning options for relief from debts, which may include filing bankruptcy. This agreement is for purposes of that consultation only.
- 3. Client's Duties: In order for Attorney to give meaningful advice, Client agrees to give accurate, honest, full and fair disclosure of financial information concerning income over the past three years from all sources, monthly living expenses, the type and amount of all debts (including names and addresses of all creditors), all assets and property owned by the client, wherever located and by whomever held, and any additional information determined by Attorney to be relevant.
- 4. Services: The attorney agrees to provide Client with the following services:
  - a. analyzing Client's financial circumstances based on information provided by Client;
  - b. to the extent possible, advising Client of bankruptcy options and non-bankruptcy options based on the information provided by Client;
  - if Client has not provided Attorney with sufficient information upon which to fully advise Client on Client's
    options, informing Client what additional information Client needs to provide in order to enable Attorney to
    provide such advice and information;
  - d. where applicable, advising Client of the requirements placed upon Client to file a bankruptcy; and

to the extent possible, quoting a fee for providing bankruptcy and/or nonbankruptcy assistance to Client

5. Fees (check one):

A consultation fee will be waived if Client decides not to retain Attorney, in which case the attorney-client relationship shall terminate at the conclusion of the interview

Client agrees to pay \$\_\_\_\_\_\_ in nonrefundable consultation fee

In the event Client decides to retain Attorney, this consultation becomes billable and is covered by the legal fee charged for the case, and a new written contract, as well as a Court-Approved Retention Agreement if applicable, must be signed by Client and Attorney, which shall supersede this agreement. The new agreement(s) will also provide a detailed explanation of the parties' obligations and a breakdown of the costs.

6. Acknowledgement: Client acknowledges that the first date upon which Attorney provided any bankruptcy assistance to Client is the date noted above, and that Attorney provided Client with a copy of this agreement and the disclosure and information mandated by Section 527(b) of the Bankruptcy Code.

Attorney Signature: 2 2284394

Filed 07/06/17 Document Entered 07/06/17 17:39:04 Page 13 of 17 Desc Main

LEDFORD, WU & BORGES, LLC

105 W. Madison, 23<sup>rd</sup> Floor, Chicago, IL 60602

(312) 853-0200 Fax; (312) 873-4693

#### ATTORNEY RETENTION CONTRACT

FOR OFFICE USE (7)
Client No. 7/698
Responsible attorney: Wall

1. Parties. In this contract, "Client" means the undersigned, both individually and jointly; "Attorney" means the law firm of Ledford, Wu & Borges, LLC. and its staff attorneys. This contract shall supersede any prior contracts and agreements between the parties to the extent of any inconsistencies. 2. Services and Fees: Client retains Attorney for the following services: ☐ Chapter 7: (Split Fee): Client retains Attorney to counsel and represent Client for all purposes in the bankruptcy case, subject to exceptions in section 3. However, Attorney's representation of Client is conditioned on Client entering into an agreement after the filing of the case to pay Attorney for services rendered after the filing of the case. Should Client fail to enter into such an agreement, the court may allow Attorney to withdraw from representation of Client on motion of Attorney. Filing Fee \$335.00/Installments: Total Pre-Filing \$\_\_\_ Prefiling Legal Fees \$\_\_\_ Pre-filing Expenses \$\_ It is anticipated that Client will enter into a post-filing agreement with Attorney for representation through bankruptcy discharge. Client ☐ Chapter 7 (Complete fee): \$\_ PLUS \$335 filing fee (court cost): Total Pre-Filing \$\_\_\_\_\_ ayments: Total Due Pre-filing: \$\_\_\_\_\_\_\_ less retainer received: \$\_\_\_\_\_\_\_ Balance Due to File: \$\_\_\_\_\_\_\_ The legal fee is an \( \text{a} \) advance payment retainer \( \text{\text{\text{\text{\text{\text{\text{e}}}}}} \) classic retainer, and is a flat fee unless otherwise stated. Attorney Payments: Total Due Pre-filing: \$ is unable to represent Client with a classic or security retainer, as that would be within the reach of Client's creditors. Should hourly billing be necessary, Attorney's billing rates are \$350-\$400/hour for partners, \$300/hour for associates, and \$90/hour for law clerks. The filing fee, expenses and billing rates subject to change at any time. The legal fee covers the initial consultation and all subsequent work agreed to above. All fees above are to be paid in full before filing. The case may be closed if the fees are not paid timely. Additional legal fees and court costs may apply, and a separate contract may be required, in the event of conversion from one chapter to another, amending required documents, attending additional creditors' meetings, reopening of a closed case, unnecessary work caused by Client's delay, or any other fact not known to Attorney in writing at the time of the initial consultation that complicates the case. NSF checks will be assessed a \$30 fee. 3. Scope of Representation: Attorney will counsel and represent Client in all aspects of the above matter as elected in Paragraph 2 EXCEPT: (1) adversary proceedings; (2) § 722 redemption; (3) judicial lien avoidance; (4) post-discharge litigation; (5) appeals; (6) other (b) Attorney may agree, but is not obligated, to represent Client in the above excluded matters for an additional fee, to be agreed upon separately by the parties with a separate retention agreement. 4. Initial Consultation. Client acknowledges that Attorney has explained the following (please initial): The options of Chapter 7 and Chapter 13 and that Client has made the choice identified in Paragraph 2 The concepts of exemption, discharge and dischargeability, and pre-filing and post-filing procedures The difference among various types of retainer and that them has made the choice account of the type of relief elected or otherwise adversely TIME IS OF THE ESSENCE. Any delay on Client's part may disqualify Client for the type of relief elected or otherwise adversely actions, until all requested documents and/or The difference among various types of retainer and that Client has made the choice identified in Paragraph 4 affect Client's case. Attorney may not be able to file the case, or take other necessary actions, until all requested documents and/or information, including but not limited to a certificate of credit counseling, are received by Attorney Client understands that the advice given during the initial consultation is preliminary and based on the information available at the time, and may change as the case is further analyzed, more facts discovered, or Client's circumstances or the law changed. 5. Client's Duties. Client agrees, during the course of representation, to: (a) provide Attorney with full, accurate and timely information, financial and otherwise; (b) follow Attorney's procedures and cooperate with Attorney in providing requested documents; (c) promptly inform Attorney of any change of address, phone number, e-mail address or employment, or activation of military duty; (d) inform Attorney before buying, selling, refinancing or transferring any real or personal property in which Client has an interest, and before incurring any debt, including but not limited to applying for any loan, credit card or line of credit, or using an existing credit card; and promptly inform Attorney if Client becomes entitled to an inheritance, an asset as a result of a property settlement agreement with Client's spouse or a divorce decree, life insurance proceeds, or a monetary judgment, award or settlement. 6. Co-counsel. Client understands that more than one attorney may work on this case. Where necessary, Client agrees to employ one or more of the following outside counsel, at Attorney's expense, to work on this case: Kathleen W. Vaught, Kelly M. Johnson, Wayne J. Skelton, Christina Banyon, David Hall Carter, Derek Lofgren and/or 7. Termination. Client may discharge Attorney at any time, subject to payment of any fee owed for the services already rendered. Attorney may terminate the representation as permitted by the Illinois Rules of Professional Conduct and Local Bankruptcy Rules. Any flat fee for a bankruptcy case is advance payment for future services, becomes Attorney's property upon receipt, and is nonrefundable upon filing of the petition. In the event the representation is terminated by either party before filing and Client has paid Attorney more than \$300, Attorney will provide Client with a detailed itemization of the services rendered in support of any fee charged at the rate set forth in Paragraph 2, Client will reimburse Attorney for any expenses, including those that otherwise would be free of charge, and Client authorizes Attorney to apply the filing fee and any payment for expenses that have not been incurred towards the attorney's fee, subject to the requirements set forth herein.

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